



Application Guidebook

for:

Community Development Block Grant (CDBG)

Emergency Shelter Grant (ESG)

HOME Investment Partnerships (HOME)

Program Year 2011

**Community Development
and Planning Department**

TABLE OF CONTENTS

| | |
|----------------------------------------------------------------------|----|
| Introduction to CDBG, HOME, and ESG | 3 |
| Community Development Block Grant (CDBG) | 3 |
| HOME Investment Partnerships (HOME) | 3 |
| Emergency Shelter Grant (ESG) | 3 |
| Consolidated Plan..... | 4 |
| Annual Action Plan | 4 |
| City of Arlington Geographic Distribution of Funds | 4 |
| 2010-2015 Consolidated Plan Measurable Objectives | 4 |
| Application Process | 8 |
| Limitations of the RFP | 8 |
| Eligible Applicants..... | 8 |
| Minimum Criteria for Receipt of Funding | 8 |
| Conflict of Interest..... | 8 |
| Review Criteria | 9 |
| Criteria for Decision Making..... | 10 |
| Monitoring and Recordkeeping | 10 |
| Contract Procedures..... | 10 |
| Reporting for Disbursement of Funds | 10 |
| Monitoring Reviews | 10 |
| Recordkeeping | 11 |
| Access to Records/Maintenance of Records | 11 |
| Inadequate Performance or Non-Compliance | 11 |
| Performance Measurement System | 11 |
| City of Arlington Policy and Practices | 12 |
| Income Limits | 12 |
| Section 3 Requirements | 12 |
| Davis-Bacon Labor Act Summary..... | 13 |
| Affirmative Marketing | 14 |
| DUNS Number..... | 14 |
| Sample Reports..... | 15 |
| Frequently Asked Questions (FAQs) | 25 |
| Glossary of Terms | 28 |
| Attachment A: Program Year 2011 RFP Process..... | 34 |
| Attachment B: Sub-recipient Risk Analysis..... | 35 |
| Attachment C: Sample Contract..... | 36 |
| Attachment D: Sample Award Letter..... | 49 |
| Attachment E: Maps..... | 50 |
| Attachment F: Consolidated Plan Needs Assessment Matrix | 53 |

Introduction to CDBG, HOME, and ESG

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG program consolidated eight categorical programs under which communities competed for federal funds.

Local governments participate in either the Entitlement Program (for cities over 50,000 in population or urban counties with more than 200,000 people) or the States and Small Cities Program (communities with populations of 50,000 or less).

As an entitlement community, the City of Arlington receives an annual allocation of CDBG funds, contingent upon submission of an approved Consolidated Plan and Annual Action Plan. The regulations implementing the CDBG Program are found at 24 CFR Part 570. To review the regulations in their entirety, visit HUD's website at www.hud.gov.

HOME Investment Partnerships Program (HOME)

HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low- to moderate-income households. HOME provides formula grants to states and localities that communities use in partnership with local nonprofit organization and/or developers to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income households.

HOME is authorized under [Title II of the Cranston-Gonzalez National Affordable Housing Act](#), as amended. Program regulations are at [24 CFR Part 92](#). The HOME program final rule is available electronically. Additional information about the HOME program can be found by visiting the HOME program web pages at <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/>.

Emergency Shelter Grant (ESG)

The Emergency Shelter Grant (ESG) program is designed to be the first step in a continuum of assistance to prevent homelessness and to enable homeless individuals and families to move toward independent living.

The Emergency Shelter Grant program was originally established by the Homeless Housing Act of 1986, in response to the growing issue of homelessness among men, women, and children in the United States. In 1987, the ESG program was incorporated into subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).

ESG is a formula-funded program that uses the [Community Development Block Grant](#) (CDBG) formula as the basis for allocating funds to eligible jurisdictions, including states, territories, and qualified metropolitan cities and urban counties for:

- shelter operating and maintenance expenses;
- essential services;
- homeless prevention activities; and
- rehabilitation or conversion of buildings into homeless shelters.

The ESG program will be subject to changes resulting from passage of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes, including:

- A consolidation of HUD's competitive grant programs;
- The creation of a Rural Housing Stability Program;
- A change in HUD's definition of homelessness and chronic homelessness;
- A simplified match requirement;
- An increase in prevention resources; and,
- An increase in the emphasis on performance.

Additional guidance from HUD regarding the impact of the HEARTH Act on the ESG program will be released as it becomes available. For more information, please visit www.hudhre.info/hearth/.

Consolidated Plan

The U.S. Department of Housing and Urban Development (HUD) requires all participating jurisdictions to submit a three- to five-year strategic planning document called the Consolidated Plan. The 2010-2015 Consolidated Plan describes the housing and community development needs of the city of Arlington for a five-year period. This document represents the City of Arlington's vision for improving the quality of life in the low-income areas of the city and provides details on how specific goals will be accomplished. It is through the Consolidated Plan that the City of Arlington determines its funding priorities each program year. As conditions change, the Consolidated Plan may be amended. The Consolidated Plan and other program information may be found at www.arlingtontx.gov/planning/grants.

Annual Action Plan

The Action Plan is the annual update to the Consolidated Plan. The plan describes resources available, how those resources are to be utilized, including funded projects, and the geographic distribution of those resources. The planning process has been specifically created to assist in mapping one-year actions for community development and making good use of available federal, state, and local resources.

City of Arlington Geographic Distribution of Funds

Projects must primarily benefit low- and moderate-income residents of the city of Arlington. Activities provided city-wide include public services, homebuyers' assistance, housing rehabilitation, homeless prevention and assistance, and tenant-based rental assistance.

In the 2010-2015 Consolidated Plan, funds were targeted to provide assistance primarily in the Central Arlington Neighborhood Revitalization Strategy Area (NRSA), an area which includes 69 percent low- to moderate-income (LMI) individuals, a 23 percent poverty rate, and a high concentration of minority citizens. A map of the NRSA is included in Attachment E. In general, the NRSA boundaries are Sanford/Randol Mill on the North, Collins on the East, Abram on the South and Crowley Road on the West.

The East Arlington REACH area has a 22 percent poverty rate and is also targeted for concentrated improvements in the Consolidated Plan. The REACH area is generally bounded by Cooper on the West, Mitchell on the North, Great Southwest on the East and Arkansas on the South. A map of the REACH area is included in Attachment E.

2010-2015 Consolidated Plan Measurable Objectives

By regulation, HUD grant funds must be used to meet the Measurable Objectives of the City of Arlington Consolidated Plan. Measurable Objectives are developed after an analysis of existing conditions, community needs, and an extensive citizen participation process. City Council priorities and the United Way community needs assessments and studies provide additional, ongoing direction for community development programs. The priority matrix on page 7 provides an overview of the relationship among these priority areas and the Consolidated Plan. Plans and studies from a variety of sources were compiled to identify trends and potential partnerships (see Consolidated Plan Needs Assessment Matrix in Attachment F).

The chart on the following page illustrates the measurable objectives outlined in the 2010-2015 Consolidated Plan. A priority classification was assigned to each objective based on the extent of community need. *High* priority indicates activities to address this need will be targeted for funding by the City of Arlington during the five-year strategic planning period. *Medium* priority indicates that activities to address this need may be funded by the City of Arlington during the five-year strategic planning period, if funds are available. The City will also take action to help groups locate other sources of funds for high and medium priority activities. *Low* priority indicates that the City of Arlington will not fund activities to address this need during the five-year strategic planning period.

| PRIORITY LEVEL | OBJECTIVE |
|---------------------------------------------------------------------------|--------------------------------------------------|
| Community Development Needs | |
| Objective 1: Public Facilities | |
| Medium | 1) Senior Centers |
| Medium | 2) Service Centers for Persons with Disabilities |
| Medium | 3) Homeless Facilities |
| Medium | 4) Youth Centers |
| High | 5) Neighborhood Facilities |
| Medium | 6) Child Care Centers |
| Medium | 7) Health Facilities |
| Medium | 8) Mental Health Facilities |
| High | 9) Parks and/or Recreation Facilities |
| Medium | 10) Parking Facilities |
| Medium | 11) Tree Planting |
| Medium | 12) Fire Stations/Equipment |
| Medium | 13) Abused/Neglected Children Facilities |
| Medium | 14) Asbestos Removal |
| Medium | 15) Non-Residential Historic Preservation |
| Objective 2: Infrastructure | |
| High | 1.) Water/Sewer Improvements |
| High | 2.) Street Improvements |
| High | 3.) Sidewalks |
| Low | 4.) Solid Waste Disposal Improvements |
| Medium | 5.) Flood Drain Improvements |
| Objective 3: Public Services Needs | |
| High | 1.) Senior Services |
| Medium | 2.) Services for Persons with Disabilities |
| Low | 3.) Legal Services |
| High | 4.) Youth Services |
| High | 5.) Child Care Services |
| High | 6.) Transportation Services |
| Medium | 7.) Substance Abuse Services |
| High | 8.) Employment Training |
| Medium | 9.) Crime Awareness |
| High | 10.) Health Services |
| Medium | 11.) Lead Hazard Screening |
| Medium | 12.) Other Public Service Needs |
| Affordable Housing | |
| High | 1.) Owner-Occupied Housing |
| High | 2.) Mixed-Use Development |
| High | 3.) Homebuyer Assistance |
| High | 4.) Temporary Rental Assistance |
| Medium | 5.) Housing for Persons with Special Needs |
| High | 6.) Housing Rehabilitation |
| Central Arlington Neighborhood Revitalization Strategy Area (NRSA) | |
| High | 1.) Owner-Occupied Housing |
| High | 2.) Mixed-Use Development/Job Creation |
| High | 3.) Housing Rehabilitation |
| High | 4.) Streetscapes/Neighborhood Infrastructure |
| High | 5.) Business Façade Improvements |
| High | 6.) Demolition/Clearance |
| High | 7.) Reduce Poverty |
| Homelessness | |
| Medium | 1.) Prevention |
| Medium | 2.) Outreach/Assessment |
| Medium | 3.) Emergency Shelter |
| High | 4.) Supportive Services |
| High | 5.) Transitional Housing |
| High | 6.) Permanent Housing |
| High | 7.) Continuum of Care Planning |
| High | 8.) Services for Chronically Homeless |

Priority Matrix: City Council, Consolidated Plan, United Way Arlington Community Assessment

| 2011 City Council Priorities (Related to HUD Grant Activities) | 2010-2015 Consolidated Plan Priorities | 2009 United Way Arlington Assessment Priorities | 2010-2015 Consolidated Plan Approved Activities |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Enhance/Preserve Neighborhoods Energy Efficiency Services to Youth, Seniors, Families | Affordable Owner-Occupied and Rental Housing Special Needs Housing Public Services | Economic Self-Sufficiency Chronic Disability/Healthy Living Conditions | Housing Rehabilitation Homebuyer Assistance Mixed-Use Development New Owner-Occupied Housing Rental Assistance for Special Needs Households |
| Focus on Mobility | Public Services for Transportation | Economic Self-Sufficiency | Public Services for Transportation |
| Enhance/Preserve Neighborhoods Capital Investment Vibrant Downtown Grow Economy/Utilize Redevelopment Opportunities | Central Arlington NRSA Infrastructure Improvements Affordable Owner-Occupied and Rental Housing Commercial Rehabilitation Economic Development Public Facilities Public Services | Economic Self-Sufficiency | Mixed-Use Development New Owner-Occupied Housing Business Façade Improvements Economic Development: Job Creation Streets/Streetscape Improvements Neighborhood Park Projects Public Facilities – i.e. Youth Facility, Neighborhood Center, Service Center Public Services for Employment & Training in NRSA Code Enforcement in NRSA |
| Public Safety | Public Safety Public Services | Violence/Abusive Behavior Early Childhood Services School Drop-outs | Public Services for Youth, Families and Seniors Demolition/Clearance of Substandard Properties Code Enforcement in NRSA Lead Testing |
| Quality Cultural, Recreational and Learning Opportunities | Public Services | Early Childhood Services School Drop-outs Chronic Disability/Healthy Living Conditions | Neighborhood Park Projects Public Services for Youth, Seniors, and Persons with Disabilities Child Care/Child Care Training |
| Services to Youth, Seniors, Families | Public Services Homelessness Prevention Homeless Services Services for Chronically Homeless | School Drop-Outs Chronic Disability/Healthy Living Conditions Early Childhood Services Economic Self-Sufficiency | Public Services for Youth, Families, Seniors, Health Care, Substance Abuse Treatment, HIV/AIDS, and Victims of Violent Crimes Emergency Shelter Support Temporary Rental Assistance Homelessness Prevention Supportive Housing |

Application Process

Limitations of the RFP

The City of Arlington Community Development and Planning Department, Grants Management Division reserves the right to accept or reject any and all proposals received. In addition, the City of Arlington reserves the right to negotiate with all qualifying organizations or to cancel in whole or in part a request for proposals if deemed in the best interest of City of Arlington as it relates to the city priorities.

Eligible Applicants

Non-profit organizations, municipalities, and local governments who deliver services to low-income clients within the City of Arlington's service area may apply for funding. All non-profit organizations must have their non-profit status with supporting documentation from the IRS at the time of application to receive funding through the City of Arlington. Private, for-profit businesses are eligible to receive funding for activities such as special economic development projects, housing development, and business façade grants, provided that they meet the requirements governing CDBG Special Economic Development Activities at 24 CFR 570.209.

Minimum Criteria for Receipt of Funding

The proposed program must:

- Provide services that benefit primarily low- to moderate-income persons residing in the City of Arlington;
- Meet at least one of the Consolidated Plan Measurable Objectives; and
- Meet a HUD National Objective.

The application must be completed in a professional and accurate manner, with all sections thoroughly completed and sufficient detail to demonstrate knowledge and capacity to carry out the proposed program or project type.

Organizations must demonstrate the financial viability to operate a federally-funded program strictly on a reimbursement basis. City of Arlington funds are provided to awarded projects on a reimbursement basis only. This means that funds will be available to the organization *after* it has paid for eligible project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that is able to:

- Operate for a minimum of 90 days pending reimbursement without financial hardship;
- Demonstrate an existing and consistent cash flow; and
- Have a separation of duties for personnel time allocations, etc.

Organizations that are current sub-recipients must be in good standing with the City of Arlington, (i.e. have no outstanding reporting delinquencies, outstanding monitoring findings, or program capacity issues) in order to be considered for funding.

Conflict of Interest

The standards in OMB Circular A-110, Subpart C, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or perceived conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the firm selected for an award.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires all vendors seeking to contract with the City of Arlington for the sale or purchase of property, goods,

or services to file a conflict of interest questionnaire with the City Secretary. The forms can be downloaded by visiting the Texas Ethics Commission web site: www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Review Criteria

The review process for proposals requesting grant funds consists of a review by City staff, citizen review by the United Way Arlington (UW-A) Grant Review Committee, review by the NRSA Steering Committee (for proposals that impact the NRSA), review by the Community and Neighborhood Development Committee of the City Council, a 30-day public comment period for citizen input, City Council review and approval, and HUD review and approval.

1. Staff review verifies that the proposal is an eligible activity as determined by HUD guidelines. If a proposal is determined to be ineligible, the applicant is informed and the proposal is withdrawn from consideration. In cases where there is uncertainty as to the proposal's eligibility, the City's HUD representative will be consulted for a decision. Staff will evaluate proposals based on information provided in the submitted application and will not request missing information.
2. The UW-A Grant Review Committee (GRC) reviews the proposals. This committee evaluates the content of the proposals, determines the need for services, and ensures that services are not being provided by another entity. **The GRC will not request missing information.** UW-A/GRC scores and rankings are presented to the City Council's Community and Neighborhood Development Committee along with the proposal. The NRSA Steering Committee will also provide input on projects that are located in or provide service to the Central Arlington NRSA.
3. The Community and Neighborhood Development Committee provides a mechanism by which community needs may be recognized, prioritized, and recommended to the City Council for funding. Recommendations for grant awards are incorporated into the draft annual Action Plan for citizen input.
4. Citizen input is obtained through the public hearing process. Notices are published in local newspapers two weeks in advance of all hearings, specifying date, time, and proposed activities. The City Council approves the Annual Action Plan by resolution following the citizen comment period. Each applicant will be notified in writing regarding their grant application. Final approval of the Action Plan is completed by HUD.

If residents are unable to attend the public hearing, they may forward comments in writing to the City of Arlington to the following person.

Aaron Pierce, Grants Planner
City of Arlington
Grants Management
PO Box 90231, Mail Stop 01-0330
Arlington, TX 76004-3231
grantsmanagement@arlingtontx.gov or Aaron.Pierce@arlingtontx.gov

Criteria for Decision Making

United Way-Arlington annually assists the City by providing a citizen review of proposals through the Grant Review Committee. The mission of United Way-Arlington is to provide human service planning for Arlington that encourages cooperation and collaboration and facilitates the implementation of community solutions. The UW-A Grant Review Committee reviews and evaluates grant proposals with confidentiality and objectivity, using published scoring criteria.

The City Council makes the final decisions regarding program funding, which are then incorporated into the overall CDBG budget submitted to HUD in the annual Action Plan. Once funds are received from HUD, the City executes contracts with each of the selected organizations. If the approved funding level is different than that requested on the proposed budget, a revised budget and performance measurement system must be submitted before a contract is executed. This RFP does not commit the City to award a contract for any costs incurred in the preparation of this proposal. Furthermore, the City reserves the right to accept or reject any or all proposals received because of this request, to negotiate with a qualified source, or cancel in part, or in its entirety this RFP if it is in the best interest of the City to do so.

Monitoring and Recordkeeping

Contract Procedures

Mandatory training is held for public service and homeless provider sub-recipients in late June to provide information that will enable them to carry out their contractual responsibilities. Contracts will be signed at this time by authorized signatories. Information is given on the proper completion of financial reports and the proper documentation required for reimbursements. Required Monthly Reports are described. Sample reports are found beginning on page 15. A description of the monitoring process will be provided.

Contracts with organizations that are not sub-recipients, such as developers and businesses, will be negotiated individually with City staff.

Reporting for Disbursement of Funds

The City will reimburse sub-recipients each month for the purposes and amount specified in the contract upon receipt of required documentation. Organizations are required to submit their invoices and documentation by the 15th of each month following the reporting period (i.e., invoices/documentation for activities in July are due by August 15).

Monitoring Reviews

Monitoring is an important component of the allocation process. Therefore, it is critical that the City of Arlington and sub-recipients maintain the appropriate documentation to support their activities in accordance with federal guidelines and the City of Arlington Grants Management reporting requirements. Each month, sub-recipients are required to submit documentation for the performance, eligibility, reimbursement, and characteristics of individuals served (e.g. race, ethnicity). This information is reviewed as part of the monthly desk review.

The City will conduct on-site monitoring of organizations. HUD representatives may also make on-site visits as a part of their monitoring visits to the City of Arlington. The Sub-recipient Risk Analysis, conducted on CDBG public service providers and ESG providers, establishes those that will receive on-site monitoring visits (see Attachment B). The City's Internal Auditor will assist with on-site monitoring in certain circumstances. Client files will be reviewed by City staff to ensure compliance with HUD guidelines. Organizations, by contract, must verify and maintain income data for each client. These records must be maintained for five years after the end of the contract.

In conducting performance reviews, the City of Arlington will rely on information obtained from the sub-recipients' performance reports, maintained records, findings from on-site monitoring, and audit reports. Performance monitoring reviews typically result in a formal written report from City of Arlington summarizing the monitoring review and indicating whether or not the sub-recipient was found to be in noncompliance with any applicable regulations or requirements.

If findings or concerns are presented in a monitoring report, sub-recipients are given a specific time frame in which to respond to the reported deficiencies. In addition, the City of Arlington may either provide sub-recipients with recommended corrective action or require sub-recipients to submit proposals for corrective actions for approval.

Recordkeeping

Accurate recordkeeping is crucial to the successful management of grant-funded activities. Insufficient documentation is likely to lead to monitoring findings, and these findings will be more difficult to resolve if records are missing, inadequate, or inaccurate. Organizations receiving funding must complete an application for each individual and household client and maintain supporting documentation in participant files. If it is determined at the time of monitoring that the supporting documentation is incorrect or insufficient, reimbursement will be denied for costs associated with the ineligible expense.

Access to Records/Maintenance of Records

HUD and the Comptroller General of the United States or their authorized representatives have the right to access Grantee and sub-recipient program records. Recipients of HUD funds must keep documentation on funded programs for four years beyond the project/program closeout.

Inadequate Performance or Non-Compliance

If a sub-recipient or its CDBG-funded activity is found to be out of compliance with federal regulations or with any of the terms stipulated in the contract, funding can be withheld until compliance is achieved. In the event that compliance cannot be achieved, funding may be terminated. Additionally, funding may be withheld from any sub-recipient who does not accurately submit monthly reports on time. Reimbursements will resume when there are acceptable reporting procedures.

If program performance is found to be substantially inadequate in meeting the stated objectives and measures, the sub-recipient may be required to submit a written explanation. Inadequate program performance may adversely affect future CDBG funding requests to the City.

Performance Measurement System

Federal agencies are required to measure the outcomes of their programs to document program effectiveness, increase service quality, and improve public accountability. Program results are directly linked to funding decisions and public support for programs. HUD's performance measurement system provides a consistent method to access data from grantees and aggregate the data nationally to demonstrate the positive impact CDBG, ESG, and HOME are making at a national level.

Recipients of CDBG, HOME or ESG funds will be required to meet one of the three outcomes and one of the three objectives listed below. Additionally, specific indicators are required for each activity based on the objectives and outcomes selected. Common indicators include information such as number of persons served, number of jobs created, number of housing units assisted, income levels of persons assisted, and race/ethnicity. City staff will work with recipients of HUD funds to ensure that the requirements of the performance system are met.

| | Outcome 1 | Outcome 2 | Outcome 3 |
|-----------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Objectives | Availability/Accessibility | Affordability | Sustainability |
| Suitable Living Environment | Accessibility for the purpose of creating suitable living environments | Affordability for the purpose of creating Suitable Living Environments | Sustainability for the purpose of creating Suitable Living Environments |
| Decent Housing | Accessibility for the purpose of providing decent housing | Affordability for the purpose of providing Decent Housing | Sustainability for the purpose of providing Decent Housing |
| Economic Opportunity | Accessibility for the purpose of creating economic opportunities | Affordability for the purpose of creating Economic Opportunities | Sustainability for the purpose of creating Economic Opportunities |

For more information, see the HUD website at:

<http://www.hud.gov/offices/cpd/about/performance/index.cfm>

City of Arlington Policy and Practices

Income Limits

Entitlement funds administered by the City of Arlington are to be used for services to low-income persons, as defined by HUD. Low income is defined as earning less than 80 percent of the median family income (MFI). The MFI for the City of Arlington Statistical Area is \$67,400 for a family of four. The table below denotes low-income limits for PY 2010, which are subject to change for PY 2011.

HUD INCOME LIMITS (effective May 14, 2010)

| Number of Persons per Household | Extremely Low-Income Limits 30% Area Median Income | Very Low-Income Limits 50% Area Median Income | Low-Income Limits 80% Area Median Income |
|---------------------------------|-------------------------------------------------------|--------------------------------------------------|---------------------------------------------|
| 1 | \$14,150 | \$23,600 | \$37,750 |
| 2 | \$16,200 | \$27,000 | \$43,150 |
| 3 | \$18,200 | \$30,350 | \$48,550 |
| 4 | \$20,200 | \$33,700 | \$53,900 |
| 5 | \$21,850 | \$36,400 | \$58,250 |
| 6 | \$23,450 | \$39,100 | \$62,550 |

Section 3 Requirements

Section 3 of the Housing and Urban Development Act of 1968 requires that employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) financial assistance, such as Community Development Block Grant (CDBG), shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses which are located in or owned in substantial part by persons residing in the area of the project.

Section 3 compliance must be adhered to by any public, private, or non-profit agency that is a recipient of over \$200,000 in HUD funding for certain construction-related projects. Additionally, these recipients' contractors and subcontractors who receive contracts or subcontracts of \$100,000 or more must also comply with Section 3.

The following are types of Section 3 covered assisted projects:

- Housing rehabilitation;
- Abatement of lead-based paint hazards (excluding routine maintenance, repair and replacement);
- Housing construction; and
- Other public construction, including, but not limited to, public facilities and infrastructure projects.

Davis-Bacon Labor Act Summary

- Contractors with a history of non-compliance cannot participate in federally-assisted projects;
- Workers must be paid weekly wages set by the Department of Labor and get overtime at time-and-a-half for hours worked beyond a forty-hour week;
- No laborer or mechanic may be forced by their employer to work in conditions that are unsanitary, hazardous, or dangerous to the worker's health; and
- The grantee will monitor compliance through contractor reports and on-site interviews with workers.

There are different applicability thresholds for CDBG and HOME-assisted projects. The following information is provided as general guidance.

CDBG and Davis-Bacon

- CDBG-funded construction or rehabilitation of properties with eight or more residential units;
- Other construction projects using over \$2,000 in CDBG funds. This could include public improvements to neighborhoods or housing projects, such as streets or sidewalks;
- Clearance of land or site improvements with CDBG funds which will ultimately result in eight or more units (or homes) being built on the project site or which will be used for public improvements such as a park or parking lot.

HOME and Davis-Bacon

- HOME –funded construction or rehabilitation of 12 or more units (HOME-assisted) in the same project;
- The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract;
- Once they are determined to be applicable, the wage provisions must be contained in the construction contract all laborers and mechanics employed in the development of the entire project are covered, including those working on portions that are not HOME-assisted.

Affirmative Marketing

The City of Arlington has affirmative marketing procedures which include minority outreach and are in compliance with 24 CFR 92.351 and apply to rental and homebuyer projects containing five or more HOME-assisted housing units. The City of Arlington and owners of HOME-assisted housing will take the following steps to assure outreach to minority groups and provide affirmative marketing without regard to race, color, national origin, sex, religion, familial status, or disability.

- The Equal Housing Opportunity logotype or slogan will be used in press releases, solicitations by owners, advertising, public service announcements, webpage information, and brochures.
- Program materials and brochures will be available in English, as well as the languages spoken by minority groups residing in the service or target area.
- Information about ongoing HOME funded programs, as well as new housing projects using HOME funds, will be provided to public and non-profit groups, lenders, social service agencies, community leaders, neighborhood groups, realty groups, or other interested groups through presentations at meetings and distribution of printed materials. Information to be communicated will include a program description, the location where applications are accepted, the time frame for accepting applications, and a statement that the funding is limited.
- Populations that are not likely to apply for assistance without special outreach efforts will be identified, including minority groups. Additional marketing efforts will be directed toward these populations and appropriate community organizations.
- HOME program staff will monitor affirmative marketing activities.

Additionally, the City of Arlington is committed to ensuring the participation of minorities in all its programming to the maximum extent possible. Minority and women-owned entities are identified and receive information on all HOME related projects, allowing them to submit bids. Contracts with a Community Housing Development Organization (CHDO) and others have a provision that encourages the use of historically underutilized businesses, subcontractors, and suppliers who are 51 percent owned by racial or ethnic minorities and/or women.

DUNS Number

HUD now requires a DUNS number to track some federally-funded projects. The DUNS number is a unique nine-character number that identifies your organization. It is a tool of the Federal government to track how Federal money is distributed. Most large organizations, libraries, colleges, and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.

If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) [online registration](http://fedgov.dnb.com/webform/) to receive one free of charge. See <http://fedgov.dnb.com/webform/>. The following information is needed to obtain a DUNS number:

- Name of organization
- Organization address
- Name of the CEO/organization owner
- Legal structure of the organization (corporation, partnership, proprietorship)
- Year the organization started
- Primary type of business
- Total number of employees (full and part time)

Obtaining a DUNS number places your organization on D&B's marketing list which is sold to other companies. You can request not to be added to this list during your application.

Sample Reports

Client Application FORM City of Arlington, PY2011 Request for Proposals Guidebook



In accordance with City of Arlington Policy, agencies must acquire information to determine client eligibility, as well as for general reporting purposes.

To participate in this program, which is funded by Federal Funds, you must fill out this form completely and accurately.

Date: _____

Eligibility Information (Please Print)

| | |
|--------------------------------|------------|
| | |
| Last Name | First Name |
| | |
| Address, City, State, Zip Code | |

For Sub-recipient Use

Is client a resident of NRSA?

☐ Yes ☐ No ☐ Homeless

Did you attach City of Arlington Appraisal District Information?

☐ Yes ☐ No ☐ Homeless

Is client approved for services?

☐ Yes ☐ No ☐ Homeless

Type of service Received:

- ☐ Counseling
- ☐ Job development
- ☐ Shelter
- ☐ Food pantry
- ☐ Financial Assistance
- ☐ Housing placement/assistance
- ☐ Other _____

Head of Household: ☐ Male ☐ Female

Number of Persons in Household: _____

Annual Household Income: _____
(Maintain income documentation in client file)

Client Information

Age: _____ Sex: ☐ Male ☐ Female

Ethnicity: ☐ Hispanic
☐ Non-Hispanic

Race:

- ☐ White
- ☐ Black/ African American
- ☐ Asian
- ☐ American Indian/Alaskan Native
- ☐ Native Hawaiian/ Other Pacific Islander
- ☐ American Indian/Alaskan Native/ White
- ☐ Asian and White
- ☐ Black/African American and White
- ☐ American Indian/Alaskan Native and Black/African American
- ☐ Other Multi-racial

Disabled: ☐ Yes ☐ No

Homeless: ☐ Yes ☐ No

Authorized by: (signature of authorized sub-recipient staff)

Signature: _____

Date: _____

I certify that the above information on this form is true and correct and that all income is reported. I understand this information is being given for the receipt of federal funds, that the information on this application may be verified, and that deliberate misrepresentation of the information may subject me to prosecution under applicable state and federal law.

Name: _____

Signature: _____

Date: _____

Comments: _____

Sample Documentation of Homelessness

Participant Name: _____

Referral Source (Name/Agency): _____

Phone Number of Referral Source: _____

| CHECK ONE | CURRENT LIVING SITUATION: |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Residing in a place not meant for human habitation, such as a car, park, sidewalks, abandoned buildings, on the street |
| | Residing in an emergency shelter |
| | Residing in transitional or supportive housing for homeless persons who <i>originally</i> came from the streets or emergency shelters |
| | In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution |
| | Is being evicted within a week from a private dwelling unit <i>and</i> no subsequent residence has been identified <i>and</i> the person lacks the resources and support networks needed to obtain housing or their housing has been condemned by housing officials and is no longer considered meant for human habitation |
| | Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and lacks the support networks needed to obtain housing |
| | Is fleeing a domestic violence housing situation and subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing |

VERIFICATION OF THE ABOVE CHECKED INFORMATION MUST BE ATTACHED TO THIS DOCUMENT, ALONG WITH THE INDIVIDUAL ELIGIBILITY FORM.

I CERTIFY THAT ALL INFORMATION PRESENTED ABOVE IS TRUE AND ACCURATE.

Signature of Authorized Personnel

Date



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Population Served Report

Agency: 0

Month: Jan-00

Project:

| | | Monthly | | Annually | |
|----------------------------------------------------|---------------------------------------------------------|---------------------------|-----------------------|-------------------------|---------------------|
| | | Unduplicated Total Served | Unduplicated Hispanic | Cumulative Total Served | Cumulative Hispanic |
| Single Race | White | | | | |
| | Black/African American | | | | |
| | Asian | | | | |
| | American Indian/Alaskan Native | | | | |
| | Native Hawaiian/Other Pacific Islander | | | | |
| Multi-Race | American Indian/Alaskan Native & White | | | | |
| | Asian & White | | | | |
| | Black/African American & White | | | | |
| | American Indian/Alaskan Native & Black/African American | | | | |
| | Asian & Native Hawaiian/Other Pacific Islander | | | | |
| Other Race | Other | | | | |
| | TOTAL of each column | 0 | 0 | 0 | 0 |
| | | Monthly | | Annually | |
| Total # of persons assisted (Arlington CDBG Only)* | | | | | |
| Total # of persons assisted (Entire program) | | | | | |
| | | | | | |
| Very Low Income VLI (<30% of median) | | | | | |
| Low Income LI (<50% of median) | | | | | |
| Moderate Income MI (<80% of median) | | | | | |
| Above Moderate Income AMI (>80% of median) | | | | | |
| TOTAL | | 0 | | 0 | |

| | | | | | | | | | |
|--------------------------|--|--|--|--|--|--|--|--|--|
| Female Head of Household | | | | | | | | | |
|--------------------------|--|--|--|--|--|--|--|--|--|

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------|----------|----------|----------|----------|----------|----------|----------|----------|
| <30% | \$14,150 | \$16,200 | \$18,200 | \$20,200 | \$21,850 | \$23,450 | \$25,050 | \$26,700 |
| <50% | \$23,600 | \$27,000 | \$30,350 | \$33,700 | \$36,400 | \$39,100 | \$41,800 | \$44,500 |
| <80% | \$37,750 | \$43,150 | \$48,550 | \$53,900 | \$58,250 | \$62,550 | \$66,850 | \$71,150 |

*Total number of persons assisted (Arlington CDBG Only) should equal the unduplicated total served (C24=C27 and F24=F27)



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
REQUEST FOR REIMBURSEMENT AND FINANCIAL STATUS REPORT

| | | | |
|------------------------------------------------------------------------------------------|--------|-------------------------|-------------------|
| Identification Data | | | |
| Subrecipient | | Contract Period | 7/1/06 to 6/30/07 |
| Address | | Report for Month Ending | |
| | | Phone Number | |
| | | Fax Number | |
| | | Tax ID # | |
| Reimbursement Request | | | |
| | Budget | This Month | Cumulative |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | \$ - | \$ - | \$ - |
| All supporting documentation for this request is attached with the following exceptions: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Financial Status | | | |
| Grant Amount | \$ | - | |
| Amount This Request | \$ | - | |
| Total Previous Requests | \$ | - | |
| Remaining Balance | \$ | - | |
| Final Report: Date | | | |
| Subrecipient Approval | | | |
| Prepared By | Title | Date | |
| Approved By | Title | Date | |
| N/S Office Approval | | | |
| Received/Approved By | Title | Date | |



COMMUNITY DEVELOPMENT BLOCK GRANT

Client Data Summary

Month of
Organization/Program

Jan-00
Saturday, January 00, 1900

[illegible]

Instructions: Complete for each new client in your CDBG contract period. Do not duplicate clients who have been previously reported. Income must be verified with documentation maintained in client files at

| | |
|----------------------|----------------------------|
| Month of | Jan-00 |
| Organization/Program | Saturday, January 00, 1900 |

[illegible]



**COMMUNITY DEVELOPMENT BLOCK GRANT
Performance Measurement Report**

Month of Jan-00

Organization/Program _____

| | <i>Stated Outputs/Goals</i> | <i>Outputs Monthly Achievement</i> | <i>Outputs Year to Date</i> | <i>Output Goal</i> | <i>% of Goal</i> |
|---|---------------------------------------------------------------|------------------------------------------------|-----------------------------------------|--------------------------------|-----------------------------|
| 1 | | | | | #DIV/0! |
| 2 | | | | | #DIV/0! |
| 3 | | | | | #DIV/0! |
| 4 | Number of Persons Assisted with New Access to a Service* | | | | #DIV/0! |
| 5 | Number of Persons Assisted with Improved Access to a Service* | | | | #DIV/0! |
| | | | | | |
| | <i>Stated Outcomes</i> | <i>Outcomes Monthly Achievement</i> | <i>Outcomes Year to Date</i> | <i>Outcome Goal</i> | <i>% of Goal</i> |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

* If a grantee funded a new public service activity in the past and now continues to fund that activity, that would be initially reported as new access and would continue to be reported as new access in subsequent funding years. This approach would also be true if a service initially qualified as improved access or enhanced quality and it was funded again in subsequent years.



EMERGENCY SHELTER GRANT (ESG)
July 1, 2010 to June 30, 2011

Organization: _____
 Report for Month Ending: _____

| Category | Reporting Month | Cumulative |
|------------------------------|-----------------|------------|
| Chronically Homeless* | | |
| Severely Mentally Ill | | |
| Chronic Substance Abuse | | |
| Other Disability | | |
| Veterans | | |
| Persons with HIV/AIDS | | |
| Victims of Domestic Violence | | |
| Elderly | | |

*HUD definition of chronically homeless is an unaccompanied homeless individual with a disabling condition who has either: 1) been continuously homeless for a year or more, or 2) has had at least four episodes of homelessness in the past three years.

| # of Individual Households (Single Persons) | Reporting Month | Cumulative |
|---------------------------------------------|-----------------|------------|
| Unaccompanied 18 & Over Male | | |
| Unaccompanied 18 & Over Female | | |
| Unaccompanied under 18 Male | | |
| Unaccompanied under 18 Female | | |

| # of Family Households w/Children Headed by: | Reporting Month | Cumulative |
|----------------------------------------------|-----------------|------------|
| 18 & Over Single Male | | |
| 18 & Over Single Female | | |
| Under 18 & Single Male | | |
| Under 18 & Single Female | | |
| 2 Parents 18 & Over | | |
| 2 Parents under 18 | | |

| # of Family Households w/No Children | Reporting Month | Cumulative |
|--------------------------------------|-----------------|------------|
| | | |

SHELTER TYPE / NUMBER OF PERSONS HOUSED:

| | | | |
|------------------------------|-------|-----------------------|-------|
| Barracks | _____ | Single Room Occupancy | _____ |
| Group/Large House | _____ | Mobile Home/Trailer | _____ |
| Scattered Site Apartment | _____ | Hotel/Motel | _____ |
| Single Family Detached House | _____ | Other | _____ |



CUMULATIVE TOTAL UNDUPLICATED SERVED BY HOUSEHOLD STATUS, AGE & GENDER
Required for ESG/City, ESG/State, and SHP funded Homeless Agencies

ESG/City Reporting Period July 1, 2006 to June 30, 2007
Report for Month Jul-06

| City of Arlington Texas | | | | | | | | | | | | | | | | | | | | | | | | | | | | Unduplicated Persons Receiving Homeless Prevention Assistance | Cumulative Unduplicated Persons Receiving Homeless Prevention Assistance | | | | |
|-------------------------------|--------|----------|--------|----------|--------|-----------|--------|---------------------------------|--------|----------|--------|-----------|--------|-----------------------------------|--------|--------|--------|---------|--------|----------|--------|----------|--------|----------|--------|--------------------------------------------------|------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------|-----------|--------|
| SINGLE PERSONS | | | | | | | | ADULTS IN FAMILIES W/O CHILDREN | | | | | | PERSONS IN FAMILIES WITH CHILDREN | | | | | | | | | | | | Unduplicated Total Households for Month | Female Head of Households | | | Avg. Household Size | Total # Cumulative Unduplicated Households | | |
| Under 18 | | 18 to 30 | | 31 to 50 | | 51 & over | | 18 to 30 | | 31 to 50 | | 51 & over | | Baby < 1 | | 1 to 5 | | 6 to 12 | | 13 to 17 | | 18 to 30 | | 31 to 50 | | | | | | | | 51 & over | |
| Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | | | | | | | Male | Female |
| July | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| January | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| February | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| March | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| April | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| June | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Reporting Period Totals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |

Frequently Asked Questions (FAQs)

What is a grant funding cap?

A funding cap is the maximum percentage of funds from each grant program that may be expended for a given activity type. Caps apply to CDBG, ESG, and HOME funds. For example, no more than 15 percent of the City's CDBG allocation may be expended for public service activities.

What are the caps for various eligible activities under the ESG program?

HUD mandates that the following caps be used for ESG funding: 30 percent for Homeless Prevention, 30 percent for Essential Services, 10 percent for Operations/Personnel, and 5 percent for City of Arlington Administration.

What are the caps for various eligible activities under the CDBG program?

HUD mandates that the following caps be used for CDBG funding: 15 percent for Public Services and 20 percent for City of Arlington Administration.

What are the caps for various eligible activities under the HOME program?

HUD mandates that the following cap be used for HOME funding: 10 percent cap for City of Arlington Administration. Additionally, HUD requires that a minimum of 15 percent be set aside for CHDOs.

What is match?

Match is the amount of funds and/or resources an organization commits to provide for a proposed project.

What is the difference between matching funds and leveraged funds?

- Matching funds must be confirmed by an organization prior to requesting funds. Matching funds are to be applied specifically to the proposed project. See specific regulations for matching requirements for each grant type.
- Leveraging is the use of public and/or private resources that an organization brings to a proposed project in addition to the grant funds requested in the application. Grant-funded projects require that organizations secure additional resources to fund community development and housing projects.

What is the required match for CDBG, ESG, and HOME programs?

HUD requires that participating jurisdictions provide 25 percent matching funds for all HOME funds and 100 percent for ESG funds. The City of Arlington passes these match requirements to its sub-recipients.

APPLICATION INFORMATION

Can I submit more than one application?

Yes. Organizations may submit more than one application; however, each application must be given a priority (Priority 1, Priority 2, Priority 3).

Can I submit applications for more than one source of funds?

Yes. Organizations may submit applications for more than one source of funds; however, each application must be given a priority (Priority 1, Priority 2, Priority 3).

If my organization received funds last year, will we automatically receive funds this year?

No, each RFP is a competitive process. HUD grants are not designed to be used as perpetual funding. Applicants and sub-recipients are encouraged to pursue other sources of funding.

GENERAL INFORMATION

Where can I find additional information about CDBG, HOME, & ESG regulations?

CDBG regulations can be found at

www.hud.gov/offices/cpd/communitydevelopment/programs/index.cfm.

HOME regulations can be found at

www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm.

ESG regulations can be found at

www.hud.gov/offices/cpd/homeless/programs/esg/index.cfm.

Can I create my own RFP forms?

No. Only the City of Arlington Community Development & Planning Department Application forms will be accepted for proposals submitted.

When will the contract period begin?

Contract periods will be negotiated after the conditional award of funds. For most projects and programs, the contract period will begin July 1, 2011.

Does a new organization need a financial audit?

A new organization does not need a financial audit but must submit a certified financial statement completed by an independent certified public accountant (CPA).

Does a private non-profit need a 501(c)3?

All private non-profits must have a 501(c)3 or other non-profit status from the Internal Revenue Service to be eligible for funding. Documentation of non-profit status must be included in each proposal.

Where can I get a copy of the Consolidated Plan?

The Consolidated Plan may be downloaded at <http://www.arlingtontx.gov/planning/grants/>.

Where can I get a copy of the Annual Action Plan?

The Annual Action Plan may be downloaded at <http://www.arlingtontx.gov/planning/grants/>.

Where can I get a copy of the OMB circulars?

The OMB circulars may be downloaded from the U.S. Office of Management and Budget's web site at www.whitehouse.gov/omb.

If I have questions or need help, whom do I contact?

You may contact the Grants Management staff at (817) 459-6232 or by email at:

Aaron Pierce
Grants Planner
Aaron.Pierce@arlingtontx.gov

Glossary of Terms

Affordability Period is the requirement of the HOME program that relates to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME-assisted activity and the amount awarded to the sub-recipient (i.e., homeownership or rental housing).

Annual Income for HUD programs allows the use of one of three definitions of annual income: Section 8 annual income, annual income as reported on the U.S. Census long form, and adjusted gross income as defined for reporting on IRS Form 1040.

Area Benefit is a category of the CDBG national objective *Benefit to Low-Income Persons*. Under this objective category, a CDBG-assisted activity benefits all residents in a particular area, where at least 51 percent of the residents are low-income persons.

Area of Low-Income Concentration is an area consisting of one or more adjacent block groups in which 51 percent or more of total persons are considered low income according to definitions and demographic information provided by HUD.

Area of Minority Concentration is an area consisting of one or more adjacent block groups in which 30 percent or more of total persons are classified as "minority." The City of Arlington defines minority as including all ethnic groups other than Non-Hispanic Whites.

CFR is the Code of Federal Regulations, the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis. CFR citations may be reviewed at www.gpoaccess.gov/cfr/index.html.

Community Development Block Grant (CDBG) is authorized by the Housing and Community Development Act of 1974, replacing several community development categorical grant programs. CDBG provides eligible metropolitan cities and urban counties (called "entitlement communities") with annual direct grants that they can use to revitalize neighborhoods, expand affordable housing and economic opportunities, and/or improve community facilities and services, principally to benefit low-income persons. All CDBG activities must benefit low-income persons, aid in the prevention or elimination of slums and blight, or address other community development needs that present a serious and immediate threat to the health or welfare of the community. Detailed information about the CDBG program and eligible activities is available at: www.hud.gov/offices/cpd/communitydevelopment/programs/index.cfm.

Community Housing Development Organization (CHDO) is a private non-profit organization that satisfies the requirements of 24 CFR 92.2 and is certified as such by the City of Arlington. A CHDO is a federally defined type of non-profit housing provider that is eligible to apply for the jurisdiction's mandatory 15 percent minimum set-aside of HOME funds. **Please note:** Organizations certified as CHDOs by other jurisdictions must obtain certification from the City of Arlington in order to be eligible for the City of Arlington's CHDO set-aside funds. Detailed information about CHDO requirements and eligible activities is available at www.hud.gov/offices/cpd/affordablehousing/programs/home/topical/chdo.cfm.

Comparable unit is a unit of housing that is of similar type, age, size, location, and other discernable characteristics that can be used to compare and contrast from a proposed or existing unit.

Consolidated Plan is a document developed by local and state governments with the input from citizens and community groups with the requirements set forth in 24 CFR Part 91. The Consolidated Plan serves four functions: 1) it is a planning document for each state and community, built upon public participation and input; 2) it is the application for funds under HUD's formula grant programs (CDBG, HOME, ESG, and ADDI); 3) it lays out local priorities; and 4) it lays out a 3-5 year strategy the jurisdiction will follow in implementing HUD programs. The City of Arlington's PY2005-2010 Consolidated Plan can be viewed at <http://www.arlingtontx.gov/planning/grants/>.

Davis-Bacon Labor Act is a statutory requirement that all persons working on federally supported projects be paid at least a minimum of the area's prevailing wage rates.

Direct Costs are those costs that can be specifically identified with a particular cost objective. For example, salaries, fringe benefits, and travel of a caseworker who is working 100 percent of the time on a grant-funded project are direct costs.

Draw-down is the process of requesting and receiving funds from HUD. Participating jurisdictions draw down funds from a line of credit established by HUD.

Emergency shelter is any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Emergency Shelter Grant (ESG) is a Federal grant program designed to help improve the quality of existing emergency shelters for the homeless, to make available additional shelters, to meet the costs of operating shelters, to provide essential social services to homeless individuals, and to help prevent homelessness. Detailed information about the ESG program and eligible activities is available at www.hud.gov/offices/cpd/homeless/programs/esg/index.cfm.

Essential Services is an eligible activity under the ESG program. Assistance provided under this subtitle may be used for the following activities relating to emergency shelter for homeless individuals: the provision of services concerned with employment, health, drug abuse, or education. HUD regulations limit the amount of ESG funds that may be spent on essential services to 30 percent of the total ESG allocation for any given program year.

Fair Housing Act is legislation that was first enacted in 1968 and expanded by amendments in 1974 and 1988, providing the Secretary with investigation and enforcement responsibilities for fair housing practices. The act prohibits discrimination in housing and lending based on race, color, religion, sex, national origin, handicap, or familial status.

Fair Market Rents (FMRs) are rent schedules established by HUD. This is in accordance with 24 CFR Part 888, including utilities (except telephone), ranges and refrigerators, and all maintenance, management, and other services that would be required to be paid in order to rent privately-owned, decent, safe, and sanitary rental housing of a modest (non-luxury) nature with suitable amenities in the market area. Fair market rents for existing housing are published annually in the *Federal Register*.

Full Time Equivalent (FTE) means that one FTE is 2,080 hours of paid employment in a one-year period.

HOME Investment Partnerships (HOME) is the federal housing program which provides funds to local governments and states for new construction, rehabilitation, acquisition of standard

housing, assistance to homebuyers, and tenant-based rental assistance. Detailed information about the HOME program and eligible activities is available at www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm.

HOME-assisted units is a term that refers to the units within a HOME project for which rent, occupancy, and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

Homebuyer Assistance is down payment and closing cost assistance provided to eligible homebuyers.

Homeless refers to a homeless person who:

- (1) Lacks a fixed, regular, and adequate nighttime residence and
- (2) An individual who has a primary nighttime residence that is
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations;
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c. A public or private place not designed for, or ordinarily used as, regular sleeping accommodations for human beings.

* The term “homeless” or “homeless individuals” does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law (42 U.S.C. 11302).

Homeless Prevention is an eligible activity under the ESG program that includes activities or programs designed to prevent the incidence of homelessness, as described in 24 CFR 576.3. Recipients of these services may not be homeless but must be at risk of becoming homeless [i.e., families must have received eviction notices or notices of termination of utility services as described in 42 U.S.C. 11374(a)(4)]. HUD regulations limit the amount of ESG funds that may be spent on essential services to 30 percent of the total ESG allocation for any given program year.

Household is one or more persons occupying a housing unit.

HUD is the United States Department of Housing and Urban Development, the department of the U.S. government responsible for major housing and urban development programs, including entitlement programs that are redistributed through the City of Arlington, such as CDBG, ESG, and HOME.

Income is earnings of each member of the household from all sources, as determined in accordance with criteria established by HUD.

Income Limits:

Low-Income – Families whose annual incomes do not exceed 80 percent of the median income of the area, as determined by HUD and published by the Department, with adjustments for family size.

Very Low-Income – Families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD and published by the Department, with adjustments for family size.

30% of Median – Families whose annual incomes do not exceed 30 percent of the median income of the area, as determined by HUD and published by the Department, with adjustments for family size.

* See page 12 of this Guidebook for the City of Arlington's Income Limits, as issued by HUD in May 2010.

In-kind contributions are services to be provided through resources other than grant funds (i.e. volunteer time, services, and materials provided at no cost).

Indirect costs are those costs that are not readily identifiable with a particular cost objective but nevertheless are necessary to the general operation of a non-profit organization and the conduct of the activities it performs. The cost of executive salaries, payroll, accounting, personnel, depreciation, general telephone expenses, general travel, and supplies are examples of expenses usually considered as indirect costs.

Limited Clientele is a category of the CDBG national objective *Benefit to Low-Income Persons*. Under this objective category, CDBG-assisted activities benefit a limited number of people as long as at least 51 percent of those served are low-income persons. These activities must:

- Benefit a clientele generally presumed to be principally low-income;
- Require documentation on family size and income in order to show that at least 51 percent of the clientele are low income;
- Have income eligibility requirements limiting the activity to low-income persons; or
- Be of a nature and in a location where it can be concluded that primary clients are low income.

Local amenities are amenities relative to permanent housing projects, including, but not limited to, police and fire protection, transportation, healthcare, retail, grocers, educational institutions, employment center, parks, public libraries, entertainment centers, etc.

Low-Income Housing Tax Credits (LIHTC) are a way of obtaining financing to develop low-income housing. Government programs provide dollar-for-dollar credit toward taxes owed by the housing owner. These tax credits can be sold, or used to back up bonds that are sold, to obtain financing to develop the housing. In Texas, the LIHTC program is administered by the Texas Department of Housing and Community Affairs (TDHCA) in Austin.

Major rehabilitation is rehabilitation that involves costs in excess of 75 percent of the value of the building before rehabilitation.

Market Analysis is an evaluation of the economic conditions of supply, demand, and pricing; sometimes referred to as a Market Study.

Market rent is the unrestricted rent as concluded in the Market Analysis for a particular unit type and size after adjustments are made to comparable units.

Match is eligible forms of non-federal contributions to a program or project in the forms specified in 24 CFR 92.220 (HOME) and 42 U.S.C. 11375 (ESG). For the HOME program, the contribution must equal not less than 25 percent of the HOME funds drawn for projects in that fiscal year. For the ESG program, the contribution must equal not less than 100 percent of the ESG funds drawn for projects in that fiscal year. There is no federal match requirement for CDBG funds; however, the City of Arlington requires that all applicants secure leveraging funds for all proposed projects.

National Objectives: Participating jurisdictions are responsible for assuring that each eligible CDBG activity meets one of three national objectives:

- Benefit low-income persons
- Aid in the prevention of slum and blight

- Urgent Need

Operational Costs are expenses incurred by a sub-recipient operating a facility with respect to the maintenance, repair, security, and utilities. Personnel costs related to the operation of a homeless shelter are subject to a 10 percent cap of the total ESG award.

Non-profit organization is a public or private organization that:

- Is organized under state or local laws;
- Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- Has an accounting system;
- Has a voluntary board;
- Practices nondiscrimination in the provision of assistance; and
- Has a tax exemption ruling from the Internal Revenue Service under the Internal Revenue Code of 1986, §501, as amended.

Participating Jurisdiction (PJ) is any state or local government or consortium that has been designated by HUD to administer an entitlement program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program, and has a HUD-approved Consolidated Plan.

Person with a disability: For HUD program documentation, the definition of disability includes:

- (1) Person with a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that the ability could be improved by more suitable housing conditions;
- (2) Person with a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6007); or
- (3) Person who is the surviving member or members of any family who had been living in an assisted unit with the deceased member of the family who had a disability at the time of his or her death.

Project Completion is the point in time when all necessary title transfer requirements and construction work have been performed, the project complies with all grant requirements, the final draw-down has been disbursed for the project, and the project completion information has been entered in the disbursement and information system established by HUD. For HOME projects, the affordability periods begin upon project completion.

Program Income is gross income received by the Department directly generated from the use of entitlement funds or matching contributions.

Rental Housing Development is a project for the acquisition, new construction, reconstruction, or rehabilitation of multi-family or single family rental housing or conversion of commercial property to rental housing.

Renovation is rehabilitation that involves costs of 75 percent or less of the value of the building before rehabilitation.

Section 8 Housing Choice Voucher Program is a federally assisted housing assistance payments program authorized by the Housing and Community Development Act of 1974. The City of Arlington Section 8 Program is administered by the City of Arlington Housing Authority.

Special Needs are those individuals or categories of individuals determined by the Department to have unmet housing needs consistent with 42 USC §12701 et seq. and as provided in the Consolidated Plan. Examples include frail elderly persons, persons living with AIDS, and persons with disabilities.

Sub-recipients

Sub-recipients (sometimes referred to as “subgrantees”) are entities that are provided CDBG funds by a grantee for their use in carrying out agreed-upon, eligible activities. There are three basic kinds of sub-recipients:

Governmental agencies are public agencies, commissions, or authorities that are **independent** of the grantee’s government (for example, a public housing authority or a park district). Grantee public agencies undertaking CDBG assisted activities are subject to the same requirements as are applicable to sub-recipients (§570.501(a)).

Public non-profits are usually, but not always, corporations, associations, agencies, or faith-based organizations with non-profit status under the Internal Revenue Code (Section 501(c)(3)), usually with a board of directors and an executive director in charge of daily administration. Examples of private non-profits include private social service agencies (such as those providing job training or counseling, or day care providers), community development corporations, faith-based housing development groups, and operators of homeless shelters.

A limited number of *private, for-profit entities* can qualify as sub-recipients when facilitating economic development by assisting microenterprises under the provisions of 24 CFR §70.201(o).

Community Based Development Organizations (CBDOs) authorized under §570.204 to carry out special activities such as economic development or new housing construction are not sub-recipients unless so designated by the grantee. Because CBDOs present some of the same problems as sub-recipients, most of the advice in this Guidebook is also applicable to CBDOs.

Tenant-Based Rental Assistance (TBRA) is a form of rental assistance by which the assisted tenant may move from a dwelling unit with the right to continued assistance. TBRA also includes security deposits, utility deposits, and allowances for rental of dwelling units.

Transitional housing is rental housing intended solely for short-term occupancy by individuals or households who are transitioning from homelessness or abusive situations to permanent housing and typically consisting primarily of efficiency units. This type of program provides housing to homeless persons for up to 24 months and provides supportive services that enable them to live more independently.

Urgent need is one of the three national objectives under the CDBG Program. In order to comply with this objective, an activity must be designed to alleviate conditions that the grantee certifies:

- Pose a serious and immediate threat to the health or welfare of the community,
- Are of recent origin or recently became urgent (within 18 months),
- The grantee is unable to finance the activity on its own, and
- Other resources of funding are not available to carry out the activity.

Value of the building is the monetary value assigned to a building by an independent real estate appraiser or as otherwise reasonably established by the grantee.

Attachment A:

Program Year 2011 RFP Process

| Activity | Date |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Requests for Proposals Workshop for CDBG/ESG/HOME | 10/29/10 |
| Deadline for submission of CDBG/ESG/HOME applications is 3 p.m. | 12/3/10 |
| United Way-Arlington Grant Review Committee (GRC) convenes | 12/16/10 |
| UW-A GRC Meeting | 1/6/11 |
| UW-A GRC Meeting | 1/13/11 |
| UW-A GRC Meeting | 1/20/11 |
| UW-A GRC scores submitted | 1/27/11 |
| Community and Neighborhood Development (CND) Committee Meeting | Feb 2011 |
| CND Committee Meeting | Feb 2011 |
| Grant applicants notified of CND funding recommendations | Mar 2011 |
| Proposed Action Plan distributed to libraries and posted on City website for citizen comment. Begin 30-day public comment period. | Mar 2011 |
| Action Plan public hearing | Apr 2011 |
| Action Plan 30-day public comment period ends | Apr 2011 |
| CND Committee reviews public comments/finalizes budget (as needed) | Apr 2011 |
| Council approval of Action Plan and sub-recipient contracts | Apr/May 2011 |
| Latest date to submit Action Plan to HUD | 5/15/11 |
| Mandatory Sub-recipient training workshop: sign contracts and provide reporting forms | June 2011 |
| Program Year 2011 begins | 7/1/11 |

Attachment B:

**Sub-recipient Risk Analysis
PROGRAM YEAR 2011**

Sub-recipient:_____

Project:_____

Last Monitoring Visit:_____ **Funding:** ☐ CDBG ☐ ESG
Yes **NO**

| | | |
|-------|-------|---------------------------------------------------------------|
| _____ | _____ | 50% of Agency Budget Grant Funded |
| _____ | _____ | First Time Grant Receiver, New Activity, or Operational Costs |
| _____ | _____ | Monitoring Findings |
| _____ | _____ | Effected by New Regulations |
| _____ | _____ | Economic Development Activities |
| _____ | _____ | Projects over \$100,000 |
| _____ | _____ | Monthly Reporting Errors/ Monitoring Concerns |
| _____ | _____ | Met less than 80% of Performance Goal |
| _____ | _____ | New regulations impacting sub-recipient |
| _____ | _____ | Key Staff Turnover |
| _____ | _____ | Multiple Contracts with City |
| _____ | _____ | No Monitoring Visit in 2 Years |

_____ **SUB-RECIPIENT REQUIRES MONITORING**

On-site monitoring to be scheduled: ☐ 1st Quarter ☐ 2nd Quarter ☐ 3rd Quarter ☐ 4th Quarter

Community Development Block Grant
Agreement

36

1. **Exhibit A** - Scope of Services;
2. **Exhibit B** - Performance Objectives;
3. **Exhibit C** - Budget;
4. **Exhibit D** - Certification for Contracts, Grants, Loans, and Cooperative Agreements;
5. **Exhibit E** - Affidavit Against Prohibited Acts (Texas Penal Code - Offenses Against Public Administration)
6. **Exhibit F** - Applicable Laws and Regulations
7. **Exhibit G** - Audit Certification

All of the above exhibits are incorporated herein by reference as if written word for word. If any of the above exhibits require separate execution, SUBRECIPIENT hereby agrees to execute said exhibit and return such to CITY.

In addition, proper acknowledgment must be given to the City of Arlington by including the following statement on all printed programs, publicity, publications or documents related to the PROGRAM: "The services provided by **AGENCY** are made possible in part through a grant from the City of Arlington." SUBRECIPIENT shall also prominently display this acknowledgment in any SUBRECIPIENT facility or on any SUBRECIPIENT property where the PROGRAM is to be performed.

SUBRECIPIENT's status shall be that of an independent contractor and not an agent, servant, employee or representative of CITY in the performance of this Agreement. No term or provision of or act of SUBRECIPIENT or CITY under this Agreement shall be construed as changing that status.

IV. Intended Beneficiaries

The intended beneficiaries of this Agreement are those persons within the City of Arlington who are in need of the services provided by SUBRECIPIENT under this Agreement, at least fifty-one percent (51%) of whom shall be of low and moderate income as defined by HUD, and is subject to change without notice. SUBRECIPIENT shall establish and maintain, and submit to CITY documentation concerning PROGRAM beneficiaries in a form acceptable to CITY'S Community Development and Planning staff.

V. Consideration Furnished by City and Limit of City's Disbursement

In consideration for the performance of the PROGRAM, CITY shall pay SUBRECIPIENT the above specified grant funds, said amount to be paid upon submission to CITY of appropriate documentation and invoices as stipulated by CITY'S Community Development and Planning staff. Payment shall be made upon submission of proper invoices, provided that services have been satisfactory, and that any and all service delivery data requested by CITY has been furnished. Invoices shall not be

submitted and payment shall not be made more often than once every thirty (30) days throughout the term of this Agreement.

SUBRECIPIENT shall establish, maintain, and submit to CITY documentation concerning PROGRAM expenditures in a form acceptable to CITY's Community Development and Planning staff. All PROGRAM costs must be reasonable, necessary, and consistent with policies and procedures of the City of Arlington, SUBRECIPIENT, and HUD. The costs must be accorded consistent treatment, and must be determined to be in accordance with generally accepted accounting principles. CITY reserves the right to audit all budgets, work schedules, and accounts. SUBRECIPIENT further agrees to comply with applicable provisions of 24 CFR, Part 85, OMB Circular A-122, and OMB Circular A-110, Attachments A, B, C, F, H, N, and O.

Disbursed funds must be deposited in a depository having federal depository insurance. SUBRECIPIENT agrees that CITY, HUD, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any books, documents, papers and records of PROGRAM, for the purpose of making audit examinations, excerpts and transcriptions. SUBRECIPIENT shall include a provision securing this right in any contract entered into with third parties relative to the use of grant funds.

CITY shall not be liable to SUBRECIPIENT for any costs which:

1. Have been reimbursed to SUBRECIPIENT or are subject to reimbursement to SUBRECIPIENT by any source other than CITY;
2. Are not allowable costs, as set forth in the Act and/or this Agreement;
3. Are not strictly in accordance with the terms of this Agreement, including the exhibits;
4. Have not been reported to CITY within sixty (60) days following termination or expiration of this Agreement; or
5. Are not incurred during the term of this Agreement.

SUBRECIPIENT shall refund to CITY any sum of money which has been paid to SUBRECIPIENT by CITY, which CITY determines has resulted in an overpayment, or which CITY determines has not been spent strictly in accordance with the terms of this Agreement. Such refund shall be made by SUBRECIPIENT within fifteen (15) days after request by CITY.

Any grant funds allocated by the City of Arlington for this PROGRAM which have not been invoiced by SUBRECIPIENT within sixty (60) calendar days after the ending date of this Agreement shall be returned to the CITY and shall revert to the Community Development Block Grant Program to be allocated for other activities.

VI.

Administrative Requirements

SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

VII.

Program Income

No PROGRAM income is anticipated. In the event there is PROGRAM income derived from the use of CDBG funds disbursed under this Agreement, such PROGRAM income shall be returned to CITY and shall revert to the Community Development Block Grant Program, for further reallocation.

VIII.

Reversion of Assets

Within ninety (90) days after expiration of this Agreement, SUBRECIPIENT shall transfer to CITY any grant funds allocated by the City of Arlington for this PROGRAM which have not been invoiced by SUBRECIPIENT within sixty (60) calendar days after the ending date of this Agreement and any accounts receivable attributable to the use of CDBG funds. In addition, any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with grant funds in excess of \$25,000 shall either be:

1. Used to meet one (1) of the national objectives listed in 24 CFR 570.208 (benefit at least 51% low and moderate income persons, aid in the prevention or elimination of slums or blight or meet community development needs having a particular urgency, because they pose a serious and immediate threat to the health or welfare of the community) until five (5) years after expiration of the Agreement; or
2. Disposed of in a manner that results in CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-grant funds for acquisition of or improvement to the property. Such reimbursement shall not be required if disposition occurs more than five (5) years after expiration of this Agreement.

IX.
Monitoring and Recordkeeping

The CITY's Community Development and Planning staff will monitor and evaluate the SUBRECIPIENT's progress on PROGRAM performance. The SUBRECIPIENT will establish and maintain appropriate documentation to verify stated performance objectives and will submit such documentation to the CITY's Community Development and Planning staff when requested, which will be at least monthly during the term of this Agreement or more often, if deemed necessary. The SUBRECIPIENT further agrees to on-site monitoring by representatives of the CITY and HUD. The CITY's Community Development and Planning staff will establish a base line level of monitoring for the SUBRECIPIENT at the beginning of the Agreement. The level of monitoring can be adjusted during the term of this Agreement for reasons such as non-compliance with Agreement provisions, failure to meet performance objectives, failure to submit accurate and timely required monthly reports, findings identified from monitoring, staff turnover in key positions of the SUBRECIPIENT's organization, and other changes that increase the risk of the CITY in administering the grant funds, in accordance with the CITY's and HUD's regulations and policies. It shall be the CITY's sole determination when, and for what reasons, to adjust the level of monitoring.

Level 1: All SUBRECIPIENTS will receive Level 1 monitoring. Monthly reports are desk monitored by the CITY's Community Development and Planning staff to ensure substantiation of the reimbursement of expenditures and accuracy of program progress.

Level 2: All SUBRECIPIENTS who are placed in the medium risk category on the Risk Analysis receive Level 2 monitoring. In addition to all items in Level 1, an on-site monitoring visit is conducted by Community Development and Planning staff to review documentation at the SUBRECIPIENT's administrative office and service delivery site.

Level 3: SUBRECIPIENTS that are placed in the high risk category on the Risk Analysis are assessed by City staff for Level 3 monitoring. All Level 3 SUBRECIPIENTS will receive on-site monitoring from Community Development and Planning staff and, if deemed necessary, the City's Internal Audit staff can monitor the SUBRECIPIENT in unison with the Community Development and Planning staff.

Additionally, if the SUBRECIPIENT has non-compliance issues during the grant year which increase the risk of administering grant funds, it could result in the SUBRECIPIENT providing monthly unaudited financial statements to the City and/or a letter from an external auditor indicating that the internal controls of the SUBRECIPIENT are adequate for the size and scope of work of the SUBRECIPIENT. The cost of this service will be paid by the CITY.

To support CITY's compliance with federal monitoring requirements, including those set out in 24 C.F.R. § 85.20 and § 85.40, SUBRECIPIENT shall submit to the CITY's Community Development and Planning staff a copy of an annual independent audit covering the Agreement period, together with any accompanying management letters. If the SUBRECIPIENT's fiscal year does not correspond to the term of this Agreement, then audits covering the term of this Agreement will be submitted. Any audits provided to the CITY shall be completed by an independent auditor in accordance with generally accepted accounting and auditing standards governing financial and compliance audits, and a copy shall be submitted to CITY within nine (9) months of the end of the SUBRECIPIENT's fiscal year or within forty-five (45) days of acceptance and review by SUBRECIPIENT, whichever comes first. In the event SUBRECIPIENT is allocated \$500,000 or more in a year in Federal awards, SUBRECIPIENT shall comply with U.S. Governmental federal audit requirements, including the requirements contained in OMB Circular A-133. (**Exhibit "G"**)

CITY reserves the right to conduct additional financial and compliance audits of the funds received and performances rendered under this Agreement. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Should the CITY deem such additional audits necessary, and any irregularities are discovered during such audit, the SUBRECIPIENT shall reimburse the CITY the expense of such audit.

SUBRECIPIENT shall be liable to CITY for any costs disallowed pursuant to financial and compliance audit(s) of grant funds received under this Agreement. Reimbursement to CITY of such disallowed costs shall be paid by SUBRECIPIENT from funds which were not provided or otherwise made available to SUBRECIPIENT under this Agreement.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Records required determining the eligibility of activities;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and

Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

In addition to the reports and documentation required above, SUBRECIPIENT shall submit to CITY the following reports:

1. SUBRECIPIENT shall submit a monthly Financial Status Report and Performance Report on or before the fifteenth (15th) day of each month of the term of this Agreement;
2. SUBRECIPIENT shall submit a final Financial Status Report to CITY within forty-five (45) days after the end of the term of this Agreement. The failure of SUBRECIPIENT to provide a full accounting of all funds expended under this Agreement within ninety (90) days shall be sufficient reason for CITY to deny or terminate any future contracts with SUBRECIPIENT; and
3. SUBRECIPIENT shall submit a final Performance Report not later than forty-five (45) days after the end of the term of this Agreement.

This Agreement and all records above and otherwise pertaining to such Agreement shall be maintained by both SUBRECIPIENT and CITY for a period of five (5) years after final payment is made and all other pending matters are finalized.

If SUBRECIPIENT fails to submit, in a timely and satisfactory manner, any report or response required by this Agreement, including responses to monitoring reports, CITY may withhold payments otherwise due to SUBRECIPIENT hereunder. If CITY withholds such payments, it shall notify SUBRECIPIENT in writing of its decision and the reasons therefore. Payments may be withheld by CITY until such time as the delinquent obligations for which funds are withheld are fulfilled by SUBRECIPIENT. If the delinquent report or response is not received within forty-five (45) days of its due date, CITY may suspend or terminate this Agreement and seek repayment of all grant funds provided under this Agreement. If SUBRECIPIENT receives CDBG funds from CITY under two (2) or more Agreements, funds may be withheld or this Agreement suspended or terminated for SUBRECIPIENT's failure to submit a report or response (including a report or audit) past due under a prior grant program Agreement.

SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments,

submitting final program reports, and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

X.
AMENDMENTS

SUBRECIPIENT may request minor budget revisions to this Agreement at any time prior to the last quarter of the term of agreement provided that such amendments are between approved line items. SUBRECIPIENT must request budget revisions in writing, and signed by the duly authorized representative of the SUBRECIPIENT. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement. The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

XI.
Prevention of Fraud and Abuse

SUBRECIPIENT shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this Agreement and to provide for the proper and effective management of all PROGRAM and fiscal activities funded by this Agreement. SUBRECIPIENT's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by CITY.

SUBRECIPIENT shall give CITY complete access to all of its records, employees and agents for the purpose of monitoring or investigating the performance of this Agreement. SUBRECIPIENT shall fully cooperate with CITY's efforts to detect, investigate and prevent waste, fraud and abuse.

SUBRECIPIENT may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to CITY or to any appropriate law enforcement authority, if the report is made in good faith.

XII.
Conditions for Religious Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in CDBG programs. SUBRECIPIENT may not use grant funds to support inherently

religious activities, such as worship, religious instruction, or proselytization. If SUBRECIPIENT engages in these activities, the activities must be offered separately, in time or location, from the PROGRAM funded with grant funds, and participation must be voluntary for the beneficiaries of the PROGRAM. If SUBRECIPIENT is a religious organization, it shall not discriminate against a PROGRAM beneficiary or prospective PROGRAM beneficiary on the basis of religion or religious belief. If SUBRECIPIENT is a religious organization, it should refer to 24 CFR Part 570 and the Federal Register (68 FR 56396) for rules and regulations relative to the participation of faith-based organizations in certain HUD programs.

XIII.
Lobbying

SUBRECIPIENT shall provide certification (see **Exhibit "D"**) to CITY that no federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XIV.
Procurement of Goods and Services
From Arlington Businesses and/or
Historically Underutilized Businesses

In performing this Agreement, SUBRECIPIENT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, SUBRECIPIENT agrees

to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Agreement.

XV.

Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

XVI.

Indemnification

SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ARLINGTON, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH SUBRECIPIENT'S OPERATION OR THE EXPENDITURE OF FUNDS AUTHORIZED BY THIS AGREEMENT, OR ANY SERVICES PROVIDED BY SUBRECIPIENT FUNDED OR PARTIALLY FUNDED BY THIS AGREEMENT. SUCH INDEMNIFICATION SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR PART FROM THE NEGLIGENCE OF SUBRECIPIENT OR THE CITY OF ARLINGTON, THEIR OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SUBRECIPIENT AND THE CITY OF ARLINGTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY SUBRECIPIENT TO INDEMNIFY AND PROTECT THE CITY OF ARLINGTON FROM THE CONSEQUENCES OF THE CITY OF ARLINGTON'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

XVII.

Conflict of Interest

SUBRECIPIENT shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. SUBRECIPIENT shall disclose to CITY any conflict of interest or potential conflict of interest described above, immediately upon discovery of such.

No persons who are employees, agents, consultants, officers or elected officials or appointed officials of CITY or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a "CDBG"-assisted activity or have an interest in any

contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, unless they are accepted in accordance with the procedures set forth at Section 92.356, 24 C.F.R., Part 92.

SUBRECIPIENT further agrees to execute an Affidavit Against Prohibited Acts, in the form attached as **Exhibit "E"**, certifying that it will adhere to the provisions of the Texas Penal Code which prohibits bribery and gifts to public servants.

XVIII.

Equal Opportunity and Nondiscrimination

In performing under this Agreement, SUBRECIPIENT shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, national origin, familial status, disability, handicap status nor otherwise commit an unfair employment practice.

SUBRECIPIENT will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, age, sex, national origin, familial status, disability or handicap status. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, as well as access to all facilities necessary for any of the above. SUBRECIPIENT will require posting in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. This clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor who may perform any such labor or services in connection with this Agreement.

The services provided under this Agreement shall be available to all otherwise eligible applicants without regard to their race, color, creed, religion, age, sex, national origin, familial status, disability or handicap status.

XIX.

Nonperformance and Termination

In the event that CITY makes a determination that the provisions of this Agreement have not been performed by either the SUBRECIPIENT or the PROGRAM, CITY may, in accordance with 24 CFR 85.43, suspend or terminate this Agreement by notice in writing to SUBRECIPIENT if the SUBRECIPIENT materially fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

XX.

Applicable Law

SUBRECIPIENT shall comply with all applicable local, state and federal laws and shall carry out each activity hereunder in compliance with all federal laws and regulations described in subpart K of 24 CFR Chapter V, as described in Section 570.503(b)(5) of 24 CFR Chapter V.

In accordance with this, SUBRECIPIENT agrees to operate and maintain any facilities, properties, and improvements thereto which are utilized to provide the PROGRAM, in a sanitary, safe, and clean condition in accordance with federal, state, and local laws during the term of this Agreement.

Further, SUBRECIPIENT agrees to comply with all applicable uniform administrative requirements. If SUBRECIPIENT is a governmental entity (including public agencies) the applicable uniform requirements are listed in 24 CFR 570.502(a), as amended. Otherwise, the applicable uniform requirements are listed in 24 CFR 570.502(b), as amended.

XXI.

Assignment

CITY and SUBRECIPIENT each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither CITY nor SUBRECIPIENT will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment or delegation of duties under this Agreement shall be effective without the written consent of CITY.

XXII.

Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement. In the event of default or breach of this Agreement, CITY may pursue any and all remedies contained in 24 C.F.R. § 85.43.

XXIII.

Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Severability

If any of the terms, provisions, covenants or conditions of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless the material benefits or ability to perform hereunder of either party shall be materially impaired thereby.

XXV.
Entire Agreement

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

Notwithstanding anything to the contrary, any change in the terms of this Agreement which is required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.

XXVI.
Legal Authority

SUBRECIPIENT represents that it possesses the practical ability and the legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement and to perform the services SUBRECIPIENT has obligated itself to perform hereunder.

The person or persons signing this Agreement on behalf of SUBRECIPIENT hereby warrants and guarantees that he, she or they have been duly authorized by SUBRECIPIENT's governing board to execute this Agreement on behalf of SUBRECIPIENT and to bind SUBRECIPIENT to all terms herein set forth.

CITY shall have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority of either SUBRECIPIENT or the person signing this Agreement to enter into this Agreement or to render performances hereunder. SUBRECIPIENT is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement, if CITY has suspended or terminated this Agreement for reasons enumerated in this section.

IN WITNESS WHEREOF, the parties have hereunto set their hands by the representatives thereunto duly authorized on the date first stated above.

BY _____

Printed/Typed Name

Printed/Typed Title ____

Attachment D:

Sample Award Letter

Dear:

We are pleased to notify you that on Tuesday, April 22, 2008, the Arlington City Council approved an award of \$_____ to **ABC Organization** for your Community Development Block Grant (CDBG) application. The contract period for this award will be from July 1, 2008 to June 30, 2009.

The next step is to prepare the CDBG grant agreement between your organization and the City of Arlington. Please modify any program goals and budget estimates that need to be adjusted based on your awarded amount for the 2009 Program Year and submit to the Grants Management Office at the address below. The following enclosed forms will be included as exhibits in your agreement:

- Exhibit A- Scope of Services
- Exhibit B- Performance Measurement System
- Exhibit C- Program Budget

A mandatory sub-recipient workshop will be held on **Friday, June 13, 2008 from 9:30 a.m. to 11:30 a.m.** at 501 W. Sanford, Conference Room A. The Executive Director or approved signatory must attend in order to sign the agreement.

Thank you for your time and effort in completing the Request for Proposals process. We are proud to continue to partner with your organization to serve the citizens of Arlington, Texas. We wish you much success in the coming year.

If you have questions, please contact me at (817)459-6258.

Sincerely,

Grants Manager
Community Development & Planning

Enclosures

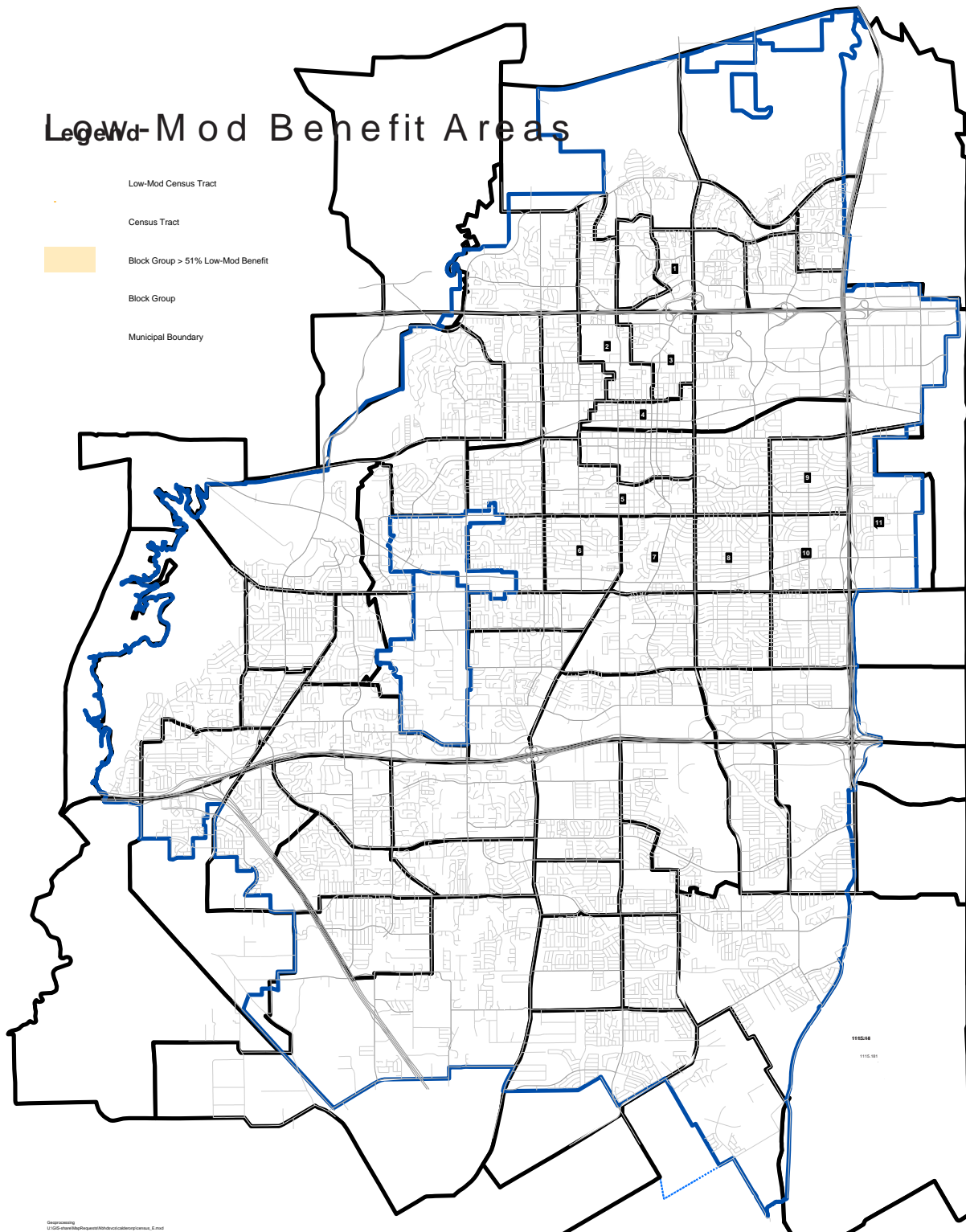
Attachment E:

Maps

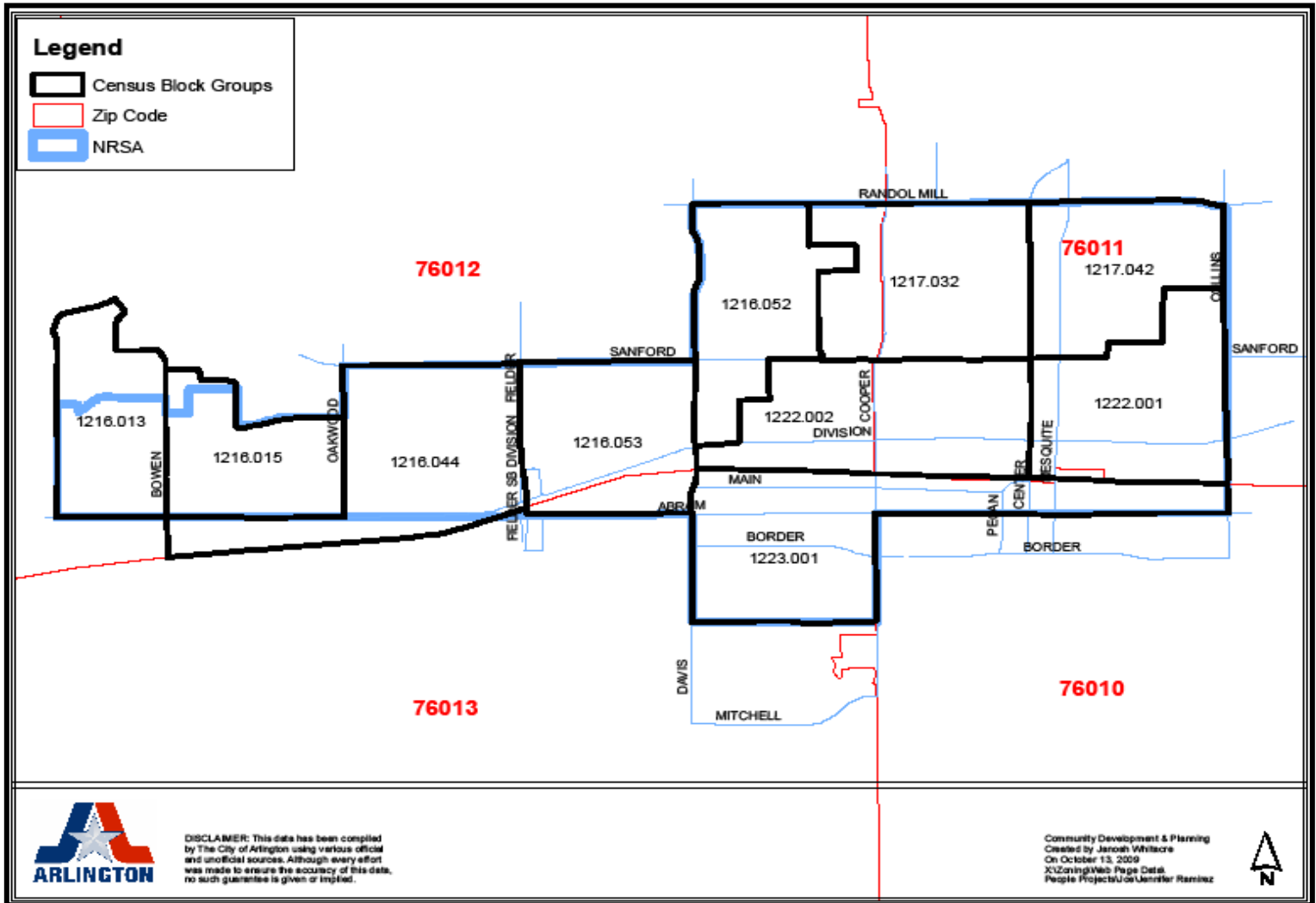
Low- to Moderate-Income Benefit Areas

Central Arlington NRSA

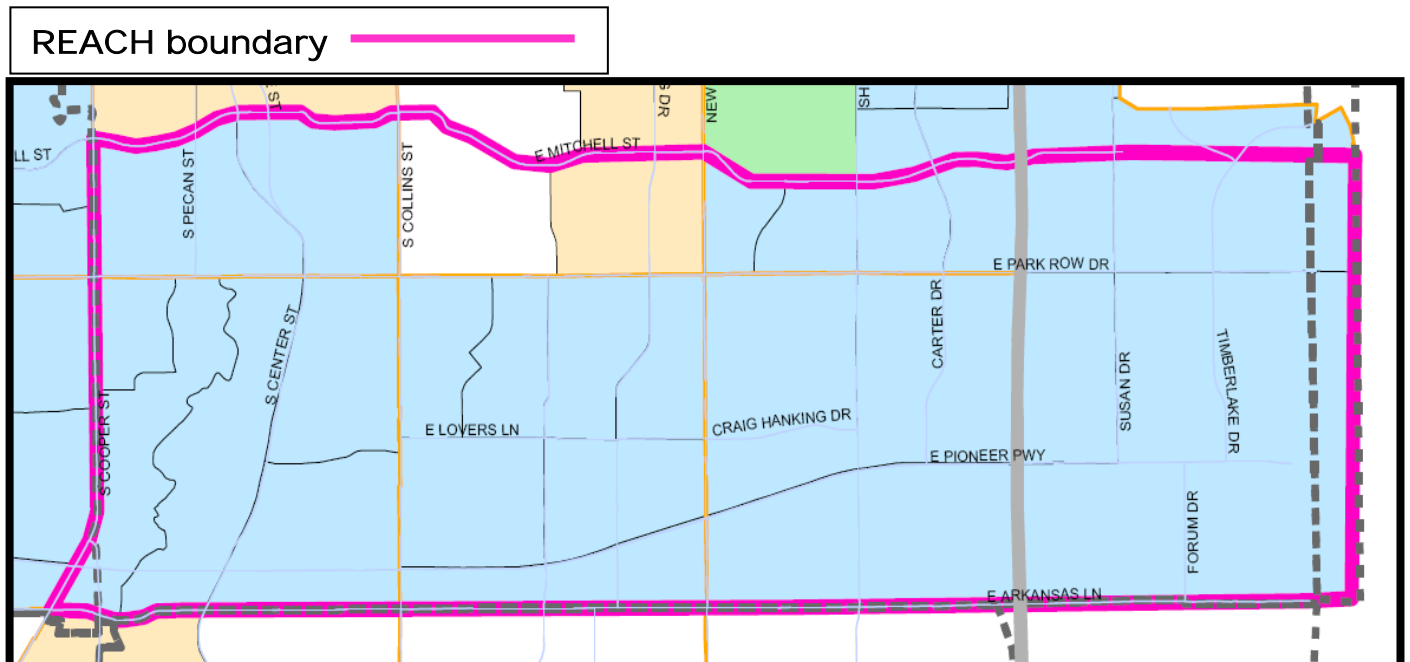
East Arlington REACH Area



Central Arlington Neighborhood Revitalization Area



East Arlington REACH Area



Appendix F:
Consolidated Plan Needs Assessment Matrix

Consolidated Plan Needs Assessment Matrix

HUD Strategic Plan Components
and Related Activities

| Internal Plans/Reports | | | | | | | | | | | | | External Plans/Reports | | | | | | | | | | | | | | | | |
|----------------------------|-------------------|---------------------------|-----------------------------|-----------------------------|--------------------------------------|----------------------------|------------------------------|----------------------------------|--------------------------------|--------------------------------|---------------------------------|----------------------------------|----------------------------|------------------------------|-----------------------------|---------------------------------|-------------------------------------|------------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|---------------------------------|---------------------------|----------------------------------|---------------------------------|----------------------|-----------|---|----|
| City Department Work Plans | Thoroughfare Plan | Hike and Bike Master Plan | Solid Waste Management Plan | Storm Water Management Plan | Strategic Planning Division Meetings | Arl Parks Master Plan 2004 | Arl Airport Master Plan 2007 | Champion Arlington Strategy 2006 | Downtown Arlington 2009 Report | Arl Capital Imp Plan 2007-2011 | Comprehensive Plan (in process) | Arlington Housing Authority 2008 | Arlington ISD 2009 Reports | BBC Housing Needs Study 2005 | Chamber Policy Project 2009 | Community Forums (Nov/Dec 2009) | Community Needs Survey (priorities) | Convention & Visitor's Bureau 2009 | DFW Region Workforce Council 2007 | Tarrant Co Public Health Report 2008 | Arlington Fair Housing Study 2008 | Tarrant Co Homeless Survey 2007 | UWA Needs Assessment 2009 | 10 Year Plan to End Homelessness | NCTCOG Strategic Plan 2007-2011 | UTA Master Plan 2007 | Frequency | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | X | | X | | | X | X | | X | | | | | | | X | X | X | X | | | | | 9 | |
| X | | | | | X | | X | X | | X | | | X | X | X | | | | | | | | | | | | | | 8 |
| | | | | | X | | X | X | | X | | | X | X | X | | | | | | | | | | | X | | | 8 |
| | | | | | X | | | | | X | X | | X | X | X | X | | | | | | | | | | | | | 7 |
| | | | | | X | | X | | | X | X | | | | X | X | | | | | | X | | | | | | | 7 |
| X | | | | | X | | | | | X | | | | X | | X | | | | | | | | | | X | | | 6 |
| X | | | | | X | | | | | X | | | | X | X | | | | | | | | | | | X | | | 6 |
| | | | | | | | X | | | | X | | X | | X | | X | | | | | | | | X | | | | 5 |
| | | | | | | | | | | | X | | X | | X | | | | | | X | X | | | | | | | 5 |
| | | | | | | | | | | | X | | X | X | | X | | | | | | | | | | | | | 4 |
| | | | | | X | | | | | X | | | | | | | | | | | | X | | X | | | | | 4 |
| | | | | | | | X | | | | | | | X | | | | | | | | | | | X | | | | 3 |
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| | | | | | | | | | | | X | | X | | | X | | | | | X | X | X | | | | | | 6 |
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| | | | | | | | X | | | | X | | | | | | | | | | X | X | X | | | | | | 5 |
| | | | | | | | X | | | | X | | | | | | | | | | X | X | X | | | | | | 5 |
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| | | | | | | | X | | | | | | | | | | | | | X | | X | X | | | | | | 4 |

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Consolidated Plan Needs Assessment Matrix

HUD Strategic Plan Components and Related Activities

| HUD Strategic Plan Components and Related Activities | | Internal Plans/Reports | | | | | | | | | | | External Plans/Reports | | | | | | | | | | | | | | | | Frequency |
|------------------------------------------------------------|----------------------------------------------------------------------|----------------------------|-------------------|---------------------------|-----------------------------|-----------------------------|--------------------------------------|----------------------------|------------------------------|----------------------------------|--------------------------------|--------------------------------|---------------------------------|----------------------------------|----------------------------|------------------------------|-----------------------------|---------------------------------|-------------------------------------|------------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|---------------------------------|---------------------------|----------------------------------|---------------------------------|----------------------|-----------|
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| 7 Institutional Structure | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Mixed-use residential facility | | | | | X | | | X | X | | X | | | X | | X | | | | | | | | | | X | | 7 |
| | Support UWA in identification of community needs | | | | | | | | | | | | X | X | X | | X | | | | X | | | X | X | | | | 7 |
| | Identify vacant/substandard properties for demolition/reconstruction | X | | | | X | | | | | | X | | | | X | | | | | | | | X | X | | | X | 6 |
| | Participate in Continuum of Care (apply for SHP funds) | | | | | | | | | | | | X | | | | | | | | | | X | | X | | | | 3 |
| | United Way Arlington Grant Review Committee | | | | | | | | | | | | | | | | | | | | | | | X | | | | | 1 |
| 8 Lead Based Paint | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Lead based paint training to contractors, landlords, clients | | | | | | | | | | | X | | X | | | | | | | | | | | | | | | 2 |
| | Perform lead assessments on at-risk households | | | | | | | | | | | X | X | | | | | | | | | | | | | | | | 2 |
| | Provide resources to reduce lead hazards in homes | | | | | | | | | | | X | | X | | | | | | | | | | | | | | | 2 |
| 9 Coordination Strategies at Local, State, Regional Levels | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Support employment and training programs | | | | | | | X | X | X | | X | X | X | X | X | X | | X | X | | X | X | X | X | X | X | X | 17 |
| | Support regional transportation network | | X | X | | | | X | X | X | X | X | | | X | X | X | X | | | | X | X | X | | | X | X | 16 |
| | Strong, diverse, and sustainable economy | X | X | X | | | | X | X | X | X | X | | | X | X | | | X | X | | | X | X | | | X | | 15 |
| | Enhance workforce and educational systems | | | | | | | | X | X | | X | | X | X | X | X | | X | X | | | X | X | X | X | X | X | 15 |
| | Coordinated & accessible programs/services for children/youth | X | | | | X | X | | X | X | | X | | X | | X | X | | | X | | X | X | | | | | | 12 |
| | Target revitalization services in priority neighborhoods | X | X | X | | X | X | | X | X | | X | | | X | X | X | | | | | | X | X | | | | | 11 |
| | Quality educational system at all levels | | | | | | | | X | X | | X | | X | | X | X | X | | X | | | | X | | | | X | 10 |
| | City with a clearly established identity | | X | X | | | | X | | X | X | X | | | | X | | | | | | | | | | | | X | 8 |
| | Address identified human service needs (UWA) | | | | | | | | | X | | | | X | X | | X | | | | X | | | X | | | | | 6 |
| | Reduce fragmentation in human service delivery | | | | | | | | | | | | X | | | | X | | | | | | X | X | X | | | | 5 |
| | Participate in Continuum of Care (apply for SHP funds) | | | | | | | | | X | | | X | | | | | | | | | | X | | X | | | | 4 |
| | Address fair housing issues/mediate tenant/landlord disputes | | | | | | | | | | | | X | | | | X | | | | | X | X | | | | | | 4 |
| | Maximum CDBG funds allowable for public services | | | | | | | | | | | | | | X | | | | | | | | X | X | | | | | 3 |